

EXHIBIT B

STD Policy

SELF-INSURED SHORT TERM DISABILITY PLAN
ADMINISTRATIVE SERVICES ONLY AGREEMENT

Calculation Arrangement without Checks

Plan Sponsored By:

Sheetz, Inc.
5700 Sixth Avenue
Altoona, PA 16602

Services Provided By:

Liberty Life Assurance Company of Boston



**ANNEX A
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT**

BENEFIT DESCRIPTION

Sheetz, Inc. Short Term Disability Plan is self-funded. Liberty Life Assurance Company of Boston provides claim administrative services. The Sponsor retains the authority to render all final claim decisions. The Sponsor agrees to pay the benefits provided by this Plan in accordance with its provisions. The Sponsor's Short Term Disability Plan is governed by the Employee Retirement Income Security Act (ERISA).

PLEASE READ THIS PLAN CAREFULLY FOR FULL DETAILS.

Sheetz, Inc.

Sheetz, Inc. Short Term Disability Plan

April 1, 2013

The information contained in this document is merely a compilation of the Company's short-term disability plan provisions for use in administering claims handling and is not intended to be a Plan document on which a participant may rely for benefits. The Company has reviewed and approved the summary of the Plan's provisions contained herein. The Company is the Plan Fiduciary.

The Plan provides short term disability (STD) benefits to eligible participants under the terms and conditions of the Plan. The Plan is a self-funded welfare benefit plan (Plan). The Plan is administered by Sheetz, Inc. (Company).

Liberty Life Assurance Company of Boston (Liberty) provides non-fiduciary claim processing services to the Plan. The Plan is not insured by Liberty, and Liberty has not issued any insurance policy that would fund benefits under the Plan. Liberty is not responsible to fund the payment of any benefits under the Plan. All benefits are funded by Sheetz, Inc.

This document provides a summarized explanation of the Plan benefits in effect as of the date on the front page of this document. The master plan, if any, more fully describes the terms and conditions of the Plan. If the terms of this document and the master plan differ, the master plan will govern. A complete copy of the master plan, if any, is in the possession of the Company and is available for your review upon request. In the event of any changes in benefits or Plan provisions, the Company will provide you a new summary plan description, a statement of material modification, or a supplement that describes any changes.

Possession of this document does not necessarily mean you are a participant under the Plan. This document explains the requirements for becoming a participant under the Plan. The dates on which participation begins or ceases are explained within this document. The description of Eligible Classes, as that term is defined in this document, will help you determine what benefits, if any, may apply to you.

For information, call Sheetz, Inc. at 1-800-487-5444.

THE PLAN MAY BE AMENDED OR TERMINATED BY SHEETZ, INC. AT ANY TIME AND FOR ANY REASON.

ASO-PLAN SUMMARY-DISC

BPN 000003

SECTION 1 - PLAN SPECIFICATIONS

ELIGIBILITY REQUIREMENTS FOR BENEFITS

Minimum Hourly Requirement:

Employees working a minimum of 30 regularly scheduled hours per week

Short Term Disability Benefits:

Class 1: All full-time active salaried and hourly Employees excluding Directors, non-management store Employees, Vice Presidents and Executive Committee members

Class 2: All full-time active Vice Presidents, Directors and Executive Committee Members

Class 3: All full-time active non-management store Employees

Note: temporary and seasonal Employees and Employees who are not United States citizens or legal residents working in the United States are not covered under this plan

Eligibility Waiting Period:

Class 1 & 2:

1. If the Covered Person is employed by the Sponsor on the plan effective date - First of the month coincident with or next following 30 days of continuous, Active Employment
2. If the Covered Person begins employment for the Sponsor after the plan effective date - First of the month coincident with or next following 30 days of continuous, Active Employment

Note: Employees must continue to work at least an average of 30 hours per week during the 6 month measurement periods (780 hours) for benefits to continue each April 1 and Oct 1. If the Employee falls below the required 780 hours during an ongoing measurement period, coverage will not continue during the next effective date of April 1 or October 1.

SECTION 1 - PLAN SPECIFICATIONS
(Continued)

Eligibility Waiting Period:

Class 3:

1. If the Covered Person is employed by the Sponsor on the plan effective date – First of the month coincident with or next following 30 days of continuous, Active Employment

Note: Employees will be deemed eligible if they have worked an average of 30 hours per week over the prior 6 months, with two possible effective dates per year, April 1 and October 1. If the Employee falls below the required 780 hours during an ongoing measurement period, the Employees coverage will not continue during the next effective date of April 1 or October 1.

2. If the Covered Person begins employment for the Sponsor after the plan effective date - First of the month coincident with or next following 30 days of continuous, Active Employment

Note: Employees will be deemed eligible if they have worked an average of 30 hours per week during their first 6 months of employment (780 total hours). If deemed eligible, coverage will begin following the initial 6 month measurement period, plus up to a 90 day administrative period and will last no less than 6 months while the Employee is an active employee.

Employee Contributions Required:

No

Name of Associated Companies:

Convenience Leasing Incorporated
5700 Sixth Avenue
Altoona, PA 16602

SECTION 1 - PLAN SPECIFICATIONS
(Continued)

SHORT TERM DISABILITY BENEFITS

Elimination Period:

The period for which a benefit is payable will commence following the Elimination Period shown below:

- 7 calendar days for Injury
- 7 calendar days for Sickness

Note: Benefits will begin on the first day following the completion of the Elimination Period.

Amount of Benefits:

60% of Basic Weekly Earnings less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Maximum Benefit Period:

Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 51st week of Disability for which a benefit is payable.

Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 51st week of Disability for which a benefit is payable.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Benefits

The eligibility requirements for benefits are shown in the Plan Specifications.

Eligibility Date for Benefits

An Employee in an eligible class will qualify for benefits on the later of:

1. this plan's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Plan Specifications.

Effective Date of Benefits

Benefits will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on his Eligibility Date.

Delayed Effective Date for Benefits

The effective date of any initial, increased or additional benefits will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional benefits will begin on the date the individual returns to Active Employment.

Family and Medical Leave

An Employee's benefits may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date benefits would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the Covered Person's benefit level, or the amount of earnings upon which the Covered Person's benefit may be based, will be that in effect on the date before said leave begins; and
3. continuation of benefits will cease immediately if any one of the following events should occur:
 - a. the Covered Person returns to work;
 - b. this group benefit plan terminates;
 - c. the Covered Person is no longer in an eligible class;
 - d. the Covered Person's employment terminates.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Leave of Absence

The Sponsor may continue the Covered Person's benefit by making the required contribution, if the Covered Person is given a leave of absence.

The Covered Person's benefit will not continue beyond 84 days. In continuing such benefit under this provision, the Sponsor agrees to treat all Covered Persons equally.

Associated Companies

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called Associated Companies. The Associated Companies, if any, are listed in the Plan Specifications. Employees of Associated Companies will be considered Employees of the Sponsor for purposes of this plan.

As they relate to this plan, all actions, agreements and notices between Liberty and the Sponsor will be binding on the Associated Companies.

If an Associated Company ceases to be an Associated Company for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for benefits under this plan.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Benefits

A Covered Person will cease to be covered on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Person is no longer in an eligible class;
3. the date the Covered Person's class is no longer included for benefits;
4. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except that benefits will be continued for an Employee absent due to Disability during the Elimination Period.
5. the date the Covered Person ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

The Sponsor, reserves the right to review and terminate all classes covered under this plan if any class (es) cease(s) to be covered.

SECTION 7 - GENERAL PROVISIONS (Continued)

Notice and Proof of Claim

1. Notice

- a. Notice of claim must be given to Liberty, on behalf of the Sponsor, within 30 days of the date of the loss on which the claim is based. If that is not possible, Liberty, on behalf of the Sponsor, must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Liberty, on behalf of the Sponsor.
- b. When written notice of claim is applicable and has been received by Liberty, on behalf of the Sponsor, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Liberty, on behalf of the Sponsor, written Proof of claim without waiting for the forms.

2. Proof

- a. Satisfactory Proof of loss must be given to Liberty, on behalf of the Sponsor, no later than 30 days after the end of the Elimination Period.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
- c. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Liberty, on behalf of the Sponsor, within 30 days of the request for such Proof.

Liberty, on behalf of the Sponsor, reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

Right of Recovery

The Sponsor has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by the Sponsor in processing a claim; or
3. the Covered Person's receipt of any Other Income Benefits.

The Sponsor may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to the Sponsor.